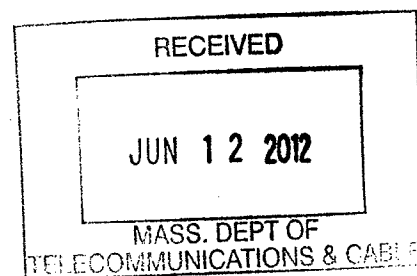


Alexander W. Moore  
Assistant General Counsel  
125 High Street  
Oliver Tower – 7<sup>th</sup> Floor  
Boston, MA 02110

Phone 617 743-2265  
Fax 617 737-0648  
alexander.w.moore@verizon.com



June 11, 2012



via Overnight Courier

Catrice C. Williams, Secretary  
Department of Telecommunications & Cable  
1000 Washington Street, Suite 820  
Boston, MA 02118

Re: Interconnection Agreement between Verizon Massachusetts  
and New Cingular Wireless PCS, LLC

Dear Secretary Williams:

In accordance with § 252(e) of the Telecommunications Act of 1996 ("Act"), Verizon Massachusetts is herewith filing Amendment No. 4 to the Interconnection Agreement between Verizon Massachusetts and New Cingular Wireless PCS, LLC f/k/a AT&T Wireless Services, Inc. governing interconnection arrangements in the Commonwealth of Massachusetts. This Amendment is submitted for Department approval under §§ 252(e)(1) and (e)(2) of the Act. Section 252(e)(4) of the Act provides that, if a state agency does not act to approve or reject an agreement reached by negotiation within 90 days following the filing, it shall be deemed approved.

Questions that the Department or interested persons may have regarding the filing should be directed to me or to New Cingular Wireless. The address and telephone number of New Cingular Wireless' representative is:

Curtis Gardner, Sr. Contract Manager  
AT&T Mobility, LLC  
675 West Peachtree Street, N.W., Rm. 39B20  
Atlanta, GA 30375  
Tel: (404) 927-2091

Please date stamp the enclosed copy of this letter, and return it to me in the enclosed self-addressed stamped envelope.

Respectfully submitted,

A handwritten signature in cursive script that reads "Alexander W. Moore (vms)".

Alexander W. Moore

cc: Karlen Reed, Director  
Benedict Dobbs, Deputy Director  
Curtis Gardner, Sr. Contract Manager

**AMENDMENT NO. 4**  
**TO THE**  
**INTERCONNECTION AGREEMENT**  
**BETWEEN**  
**VERIZON NEW ENGLAND INC., D/B/A VERIZON MASSACHUSETTS**  
**AND**  
**NEW CINGULAR WIRELESS PCS, LLC**

This Amendment No. 4 (this "Amendment") shall be deemed effective on April 18, 2012 (the "Amendment Effective Date"), by and between Verizon New England Inc., d/b/a Verizon Massachusetts ("Verizon"), a New York corporation with offices at 125 High Street - Oliver Tower, 7th Floor, Boston, MA 02110, and New Cingular Wireless PCS, LLC ("Cingular"), a Delaware limited liability company with offices at 1025 Lenox Park Blvd NE, Atlanta, GA 30319 (Verizon and Cingular may be hereinafter referred to individually, as a "Party" and collectively as the "Parties"). This Amendment only covers the services addressed herein that Verizon provides in its operating territory in the Commonwealth of Massachusetts (the "State").

**WITNESSETH:**

**WHEREAS**, Verizon and Cingular are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated August 17, 2000 (the "Agreement"); and

**WHEREAS**, on November 18, 2011, in the Report and Order, *In the Matter of Connect America Fund, et al.*, 10-90, et al., FCC 11-161 (rel. Nov. 18, 2011) (the "Order"), as modified by the Order On Reconsideration in the same docket (rel. Dec. 23, 2011) (the "Order on Reconsideration"), the Federal Communications Commission provided rules for (among other things) intercarrier compensation for traffic exchanged between Commercial Mobile Radio Service ("CMRS") providers and Local Exchange Carriers; and

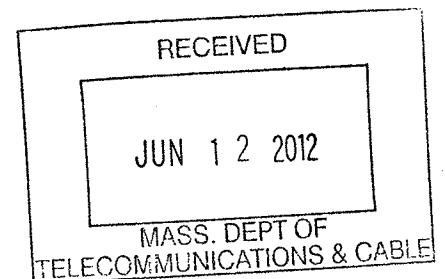
**WHEREAS**, in the Order, as modified by the Order on Reconsideration (and subject to the implementation timetable therein), the Commission adopted bill-and-keep as the default compensation for non-access traffic between local exchange carriers and CMRS providers (hereinafter referred to as "IntraMTA Default Compensation"); and

**WHEREAS**, Cingular has requested that the Parties amend the Agreement to address the matters set forth herein;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Amendment to Agreement.** The Agreement is amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (such Agreement, as so amended, the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement, a Tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").

- 1.1 **Reciprocal Compensation Rate.**



- 1.1.1 For traffic exchanged on and after the Rate Effectiveness Date (as defined below), the Reciprocal Compensation Rate that shall apply pursuant to Section 251(b)(5) of the Act and Section 5.1 of the Agreement for the transport and termination of Reciprocal Compensation Traffic that has been delivered to the terminating Party-IP, shall be the Reciprocal Compensation Rate set out in Exhibit A to this Amendment.
- 1.1.2 In addition to the Reciprocal Compensation charge provided for in Section 1.1.1 above, Cingular shall pay to Verizon \$0.002 per minute of use for dedicated trunk facilities provided by Verizon between the Cingular network and the Verizon switch for transport of Reciprocal Compensation Traffic delivered by Cingular to Verizon. Such charge of \$0.002 per minute of use shall apply in lieu of monthly recurring charges for such dedicated trunk facilities (but not in lieu of non-recurring and service establishment charges for such dedicated trunk facilities, which non-recurring and service establishment charges shall continue to apply).
- 1.1.3 The Reciprocal Compensation Rate provided for in Section 1.1.1 above shall replace and apply in lieu of the Reciprocal Compensation Rate for the transport and termination of Reciprocal Compensation Traffic set out in the Agreement (including, but not limited to, the Reciprocal Compensation Rate set out in Exhibit A, Sections A.I and B.I).
- 1.1.4 The Reciprocal Compensation Rate provided for in Section 1.1.1 above shall apply to the Parties in an equal and symmetrical manner.
- 1.1.5 The Reciprocal Compensation Rate (including, but not limited to, per minute of use rates) billed by Cingular to Verizon shall not exceed the Reciprocal Compensation Rate (including, but not limited to, per minute of use rates) billed by Verizon to Cingular.
- 1.1.6 The "Rate Effectiveness Date" shall be the later of: (a) the Amendment Effective Date, (b) July 1, 2012, or (c) such later date that the FCC or a court of competent jurisdiction subsequently establishes as the date on which IntraMTA Default Compensation becomes effective (the "Subsequent Rate Effectiveness Date"). In the event that the FCC or a court of competent jurisdiction issues a Subsequent Rate Effectiveness Date after the Parties implement the Rate Effectiveness Date, then the Subsequent Rate Effectiveness Date shall become the new Rate Effectiveness Date, and any amounts paid or payable by the Parties shall be adjusted retroactively.
- 1.1.7 The rates set forth in this Amendment shall apply until such time as they are replaced prospectively by such new rates as may be approved or allowed into effect from time to time by the Commission pursuant to FCC orders and FCC regulations, or by the FCC, subject to a stay or other order issued by a court of competent jurisdiction.

- 1.2 Reciprocal Compensation shall not apply to traffic that is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act.

## 2. Miscellaneous Provisions.

- 2.1 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.1.
- 2.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 2.3 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 2.4 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
- 2.5 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment, and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date. For the avoidance of any doubt, nothing in this Amendment shall be deemed to amend or extend the term of the Amended Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Amended Agreement.
- 2.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
- 2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.
- 2.9 Definitions. Notwithstanding any other provision in the Agreement, this Amendment or any Verizon Tariff or SGAT, the term "Tariff," as used in this Amendment, shall mean: (a) Any applicable Federal or state tariff of a Party, as amended from time to time; or (b) any standard agreement or other document, as amended from time to time, that sets forth the generally available terms, conditions and prices under which a Party offers a Service. The term "Tariff" does not include any Verizon Statement of Generally Available Terms (SGAT) which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Act.
- 2.10 Further Assurance. Cingular represents and warrants that as of the Amendment Effective Date, and covenants that so long as this Amendment and the Agreement remain in effect, neither Cingular, nor any CMRS provider controlled by or under common

control with Cingular, shall exchange with Verizon, or any incumbent local exchange carrier controlled by or under common control with Verizon, Reciprocal Compensation Traffic for the Commonwealth of Massachusetts at any rates other than the rates for such traffic as specified in this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

NEW CINGULAR WIRELESS PCS, LLC

VERIZON NEW ENGLAND INC., D/B/A VERIZON MASSACHUSETTS

By: Sheila Paananen

By: Jennifer Ross

Printed: Sheila Paananen

Printed: Jennifer Ross

Title: Lead Carrier Relations Manager

Title: Director-Interconnection

4/13/12

**EXHIBIT A**

**A. SERVICES, FACILITIES, AND ARRANGEMENTS:**

**Service or Element Description:**

**Recurring Charges:**

**Non-Recurring Charge:**

**I. Reciprocal Compensation Traffic Termination**

Reciprocal Compensation Traffic

For traffic exchanged on and after the Rate Effectiveness Date: \$0.00 per minute of use. (Bill-and-Keep.)

Not Applicable

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